

## RESIGNATION AGREEMENT AND RELEASE OF ALL CLAIMS

1. Parties. This Agreement is made by and between STEVE ROSA ("Rosa") and the MCSWAIN UNION ELEMENTARY SCHOOL DISTRICT ("District").

2. Subject. This Agreement is a settlement and release of all existing and possible claims and differences between the parties concerning the employment of Rosa by District, any and all occurrences connected with or during such employment and to the effective date hereof, and the termination of such employment.

3. No Admission. This Agreement is not and shall never be considered an admission of any fault, error, wrongdoing, liability or violation of any right by the District, or by any agent, officer, servant, or employee of the District, or by Rosa.

4. District Agrees:

- A. To accept Rosa's resignation effective August 23, 2019 and to record "resignation" as the reason for his separation from employment.
- B. To pay to Rosa One Hundred Twenty-five Thousand Dollars (\$125,000) which represents the Salary which would have been due to him under his Superintendent's Contract and Government Code section 53260 for a period of twelve (12) months from the effective date of his resignation. Such payment shall be made in a lump sum on the next payroll cycle following the approval of this Agreement by the Board with appropriate withholdings pursuant to I.R.S. regulations.
- C. To continue Rosa on the health and welfare benefit plan available to administrative staff and to pay District's premium contribution through August 2020 or until Rosa finds other employment offering health benefit coverage pursuant to Government Code section 53261 at which point the District shall discontinue his health benefit coverage. The amount of the District's contribution to the health benefit premium shall be the same as what is offered to administrative staff (currently \$10,000 per 12 months.) Rosa shall be required to pay the difference between the District's premium contribution and the cost of his selected benefit plan through payroll deduction.
- D. The District shall respond to all employment inquiries by prospective employers by providing Rosa's dates of employment, salary, job title, duties and responsibilities, and will indicate that he resigned from employment.

5. Rosa Agrees:

- A. To resign from employment with the District effective August 23, 2019. Execution of this Agreement shall serve as a written record of his resignation which shall become irrevocable upon execution of this Agreement and upon expiration of the seven (7) day "cooling off" period described below. This Agreement shall function as a termination of Rosa's Superintendent's Contract.
- B. That he has previously received a full payout of all earned and unused vacation.
- C. That this Agreement shall be in full satisfaction of any and all obligations owed by District to Rosa pursuant to his Superintendent's Contract.
- D. To forever relinquish and give up any rights he may have with respect to being reinstated to his former position, or to any other position, in the District.
- E. Rosa agrees and acknowledges that he has freely and voluntarily entered into this Agreement and that no promises or threats were made to him to induce him to sign this Agreement, other than the promises set forth herein.

6. Release. Rosa, hereby on behalf of himself, his descendants, dependents, heirs, executors, administrators and assigns, releases and discharges the District and each and every agent, servant, officer, or employee of the District, individually and in their capacities as such agents, servants, officers, and employees, their successors, descendants, dependents, heirs, administrators and executors, from all causes of action, claims, demands, damages and liabilities of any kind whether known or unknown and including but not limited to claims for violations of civil rights under federal, state, county or departmental law, regulation or contract, including Title VII of the Civil Rights Act (42 U.S.C. § 2000e et seq.), the Age Discrimination in Employment Act ("ADEA," 29 U.S.C. § 621 et seq.), the California Fair Employment and Housing Act (Government Code § 12940 et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and Section 504 of the Rehabilitation Act (29 U.S.C. § 704), now existing or hereafter existing from the matters described in Paragraph 2, Subject, above, and without limitation from any other cause whatsoever, including Workers' Compensation claims, prior to the effective date of this Agreement.

7. Civil Code Section 1542 Waived. Rosa agrees that this settlement shall act as a release of future claims that may arise from the matters which are its subject whether such claims are currently known, unknown, foreseen, or unforeseen, notwithstanding section 1542 of the California Civil Code which provides that a "general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party" and shall be in full settlement of every above-described dispute, claim, or cause of action.

8. Covenant Not to Sue. Rosa hereby covenants and agrees that he has not and will not file, cause to be filed, in her own right or through others acting on his behalf, any state, federal or other court or agency, or any executive, administrative, judicial, quasi-judicial or any other forum whatsoever, any action, suit, claim, complaint or proceeding of any kind, nature or description whatsoever, arising from or relating to any matter released or compromised pursuant to this Agreement. In the event that Rosa does file or causes to be filed any action, suit, claim, complaint or proceeding in violation of this Covenant Not to Sue, he hereby states and agrees that: (a) this Agreement shall constitute a complete and total defense to any such action, suit, claim, complaint or proceeding, and that (b) he shall indemnify and hold the District harmless for any and all loss, damages, costs or expenses incurred in connection with that action, suit, claim, complaint or proceeding, including without limitation reasonable attorneys' fees and costs.

9. Public Record. District and Rosa understand and acknowledge that this Agreement is a public record which the District is obligated to disclose to a requesting party pursuant to Government Code section 6250 et seq.

10. Advice of Counsel. Rosa represents and warrants that he has sought the advice of an attorney before signing this Agreement.

11. Revocability. Pursuant to the requirements of the Age Discrimination in Employment Act ("ADEA," 29 U.S.C. § 621 et seq.), as amended by the Older Workers' Benefit Protection Act ("OWBPA") [29 U.S.C. Section 626(e), (f)], Rosa shall have up to twenty-one (21) days after receipt of this Agreement to execute it (although he may execute it sooner at his option). This Agreement may be revoked by Rosa within seven (7) days of execution.

12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto.

13. Severability. The terms of this Agreement are contractual and not a mere recital. Should any provision or part of any provision or application thereof be held invalid, the invalidity shall not affect any other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

Date: 8/22/19

  
Steve Rosa

Date: 8/26/2019

  
Todd Machado, President, Governing  
Board of McSwain Union Elementary School District



# McSwain Union Elementary School District

August 27, 2019

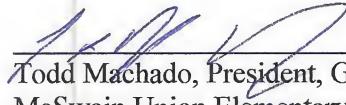
RE: Resignation of Superintendent Steve Rosa

Dear McSwain Union Elementary School District staff, parents, and community,

At the special board meeting held August 26, 2019, the McSwain Union Elementary School District Board Of Trustees approved an agreement accepting the resignation of Superintendent Steve Rosa effective August 23, 2019.

The Board along with the administration team are working diligently to make sure McSwain School's daily operation meets every parent's and student's needs. The Board will be exploring options for an interim superintendent of the District while it begins the process of looking for a permanent replacement.

We will keep the District focused on moving forward and providing the best education possible for our students. Thank you for your understanding during this time of transition. The Board wishes to thank Mr. Rosa for his 2 years of service to the District.

  
Todd Machado, President, Governing Board  
McSwain Union Elementary School District

## Board of Trustees

Bill Halpin \* Joe Hoffar \* Luis Lara \* Todd Machado \* Joe Scoto  
926 Scott Road Merced, CA 95341 209.354.2700